

**ARTICLE 26**  
**PERFORMANCE**

Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the County, Such performance by Contractor shall be in compliance with all applicable local, State and federal laws and regulations.

**ARTICLE 27**  
**DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

Contractor shall deliver to the County or its designated representative for approval and acceptance, prior to the County's final payment hereunder, all documents and material prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the County's prior written consent, unless otherwise required by lawful court order, after a hearing at which the County is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the County's expense shall be and remain the County's sole property and may be reproduced at the discretion of the County. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

**ARTICLE 28**  
**ACCESS AND AUDITS**

Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least seven (7) years following completion of this Contract. The County and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of this Contract. This information shall be made accessible at Contractor's local place of business in County, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in County, it shall be Contractor's responsibility to insure that all required records are provided to the County at Contractor's expense.

**ARTICLE 29  
NONDISCRIMINATION**

Contractor represents and warrants that all of its employees are and shall be treated equally during employment by Contractor without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 30  
SEVERABILITY**

If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 31  
MODIFICATIONS OF WORK**

- 31.1 The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the County's notification of a contemplated change, Contractor shall (a) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the County instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties
- 31.2 Emergencies In any emergency affecting the safety of persons or property, the Contractor shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this article.

**ARTICLE 32  
MONITORING OF CONTRACT FOR DEBRIS REMOVAL**

The County shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's

operating hours. Contractor will notify Monitor each evening of the number of work crews and disposal sites that will need assigned monitors, 8 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. County may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort. The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described or approved equivalent. The tower shall be of sound construction and of scaffolding, constructed according to USACE specifications and shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a monitor to view and grade loads. FEMA and/or the County may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

### **ARTICLE 33 NON-EXCLUSIVE CONTRACT**

This Contract shall be non-exclusive and the County may procure the services contemplated hereby from other sources at the County's discretion.

### **ARTICLE 34 CONTRACT LANGUAGE**

Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

### **ARTICLE 35 INCORPORATION OF CONTRACT DOCUMENTS**

The Contract between County and Contractor shall consist of this document and all exhibits referenced herein, the Request for Proposal and the Contractors' Response to the Request for Proposal. If the documents are in conflict, the order of precedence shall be as follows: Non-Exclusive Contract for Disaster Debris Management Services with Exhibits, Request for Proposals for Disaster Debris Management and Removal Services, then the Contractor's Response to the Request for Proposals.

### **ARTICLE 36 AMENDMENTS**

This Contract may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

**ARTICLE 36  
ARBITRATION**

Any controversy or claim arising out of, or relating to this Contract, or its breach, shall be settled by arbitration in Lee County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Contract understand that this arbitration provision shall expressly apply to this Contract in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

**ARTICLE 38  
NOTICES**

Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

Russell L. Spivey, General Services Director  
County of Lee  
805 S. Fifth Street  
Sanford, NC 27330

If the notice is to Contractor:

James Kevin Byrd, Chief Executive Officer  
Byrd Brothers Emergency Services, L.L.C.  
5164 Lamm Road  
Wilson, NC 27893

(Or such other person or address as Contractor shall have designated by due notice to County).

**ARTICLE 39  
NON-WAIVER**

Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

**ARTICLE 40  
GOVERNING LAW**

The validity, interpretation and performance of this Contract and of its provisions shall be governed by the laws of the State of North Carolina.

**ARTICLE 41  
COUNTY POLICY**

The County of Lee opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their workforce and subcontractors and vendors under County contracts.

**ARTICLE 42  
EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

- 42.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions.
- 42.2 The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap.
- 42.3 The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- 42.4 In the event of the Contractor's noncompliance with these EEO provisions, the County may cancel, terminate, or suspend this Contract, in whole or in part, and the County may declare the Contractor ineligible for further County contracts.
- 42.5 Unless exempted by the Board of Commissioners of the County of Lee, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every subcontract related to this Contract so that these EEO provisions will be binding upon such subcontractors and vendors.

**ARTICLE 43  
JOINT RESOLUTION JURISDICTION**

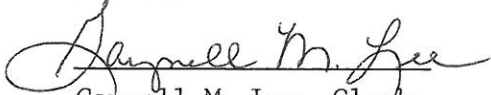
Nothing herein shall prohibit this Contract from being utilized for performance of disaster related activities by any political subdivision within the State of North Carolina.

**ARTICLE 44  
HAZARD MITIGATION GRANT INCENTIVE**

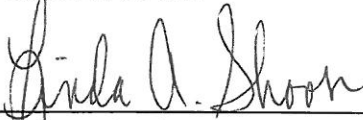
The County agrees to allow the Contractor to complete any hazard mitigation projects for which the Contractor has secured funding.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.


ATTEST:

  
Gaynell M. Lee, Clerk

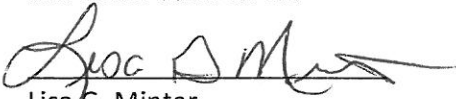
COUNTY OF LEE

By:  (SEAL)  
Linda A. Shook, Chairman  
Lee County Board of Commissioners

CONTRACTOR

By:  (SEAL)  
Karl Dix  
Vice President

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Lisa G. Minter  
Finance Officer

## CONTRACTOR'S PRICE PROPOSAL

**This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.**

Proposal of Byrd Brothers Emergency Services, LLC  
 (Name of Proposer)  
5164 Lamm Road  
 (Address of Proposer)  
Wilson, North Carolina 27893  
(252) 293-4488 (252) 293-4490  
 (Business Phone) (Fax Number)  
jameybyrd@byrdbrothers.com  
 (E-Mail Address)

(hereinafter called "Contractor"), authorized to do business under the laws of the State of North Carolina, proposes to the County of Lee, North Carolina, (hereinafter called "County").

The Contractor, in compliance with your invitation for proposals for:

### DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced bids will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the County and to fully complete the work in the Contractual period of time allotted.

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

## PROPOSED FEE SCHEDULE

### DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item No.	DESCRIPTION	COST (U.S. Dollars)	UNIT
1	Mobilization and Demobilization (Lump sum)	<del>0</del>	Lump Sum
2	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Site (DMS), based on one-way haul distance		
	0-15.9 miles	6.79	Cubic Yd
	16-30.9 miles	6.79	Cubic Yd
	31-60 miles	6.79	Cubic Yd
3	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to DMS, based on one-way haul distance		
	0-15.9 miles	6.43	Cubic Yd
	16-30.9 miles	6.43	Cubic Yd
	31-60 miles	6.43	Cubic Yd
4	C&D Direct Haul to Final Disposal site from Public Property right of way (non DMS option)		
	0-15.9 miles	6.79	Cubic Yd
	16-30.9 miles	7.49	Cubic Yd
	31-60 miles	8.58	Cubic Yd
5	Stumps greater than 24 inch diameter - Direct Haul to Final Disposal site from public property right of way (stump volume shall be calculated using FEMA approved conversion table)		
	0-15.9 miles	17.50	Cubic Yd
	16-30.9 miles	17.50	Cubic Yd
	31-60 miles	17.50	Cubic Yd
6	Vegetative Direct Haul to Final Disposal site from Public Property right of way (non DMS option)		



	0-15.9 miles	6.43	Cubic Yd
	16-30.9 miles	7.49	Cubic Yd
	31-60 miles	8.58	Cubic Yd
7	Disaster deposited silt, mud, or sand, hauled from the designated site to DMS or site of final disposition		
	0-15.9 miles	10.75	Cubic Yd
	16-30.9 miles	10.75	Cubic Yd
	31-60 miles	10.75	Cubic Yd
8	Re-Haul of C&D or reduced vegetative material of previously documented Debris from DMS to site of final disposition		
	0 - 15.9 miles	3.50	Cubic Yd
	16 - 30.9 miles	4.25	Cubic Yd
	31 - 60.9 miles	5.00	Cubic Yd
	61 - 119.9 miles	7.86	Cubic Yd
	120 -150 miles	12.67	Cubic Yd
9	Cutting of standing tree determined by County to be hazardous (Cutting only)		
	6 - 11.99 inch diameter	50.00	tree
	12 -23.99 inch diameter	50.00	tree
	24 - 35.99 inch diameter	75.00	tree
	36 - 47.99 inch diameter	100.00	tree
	48 inch diameter and greater	100.00	tree
10	Cutting and/or removal of Dangerous Hazardous Limbs from tree (must be greater than 2" to be eligible)(cutting only).		
	1 to 2 limbs	85.00	tree
	3 to 4 limbs	85.00	tree
	5 or more limbs	85.00	tree

11	Cutting fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)	75.00	tree
12	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee only. For hauling purposes, stumps will be converted to cubic yard measurement and hauled under vegetative rate		
	>24 - 35.99 inch diameter	125.00	each
	36 - 48 inch diameter	125.00	each
	48 inch diameter and greater	125.00	each
13	Backfilling of stump root ball holes with suitable soil material	50.00	each
14	Collection, hauling and final disposition of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.	138.00	Per unit
15	Staging collection and hauling to County designated solid waste facility of Refrigerator Contents or spoiled food	150.00	ton
16	Comprehensive Management of DMS and material handling. Includes, loading of debris, sorting, segregation, preparation for re-haul and special equipment for handling materials. Includes roadway construction at site, traffic control and inspection tower construction as needed.	1.00	Per Cubic Yd
17	Reduction of DMS Materials by Grinding	1.50	Per Cubic Yd
18	Reduction of DMS Materials by Incineration	1.50	Per Cubic Yd
19	DMS preparation and reclamation. Include constructions of roadway at site, traffic control and inspection tower(s) as needed and maintenance throughout life of project. Close-out work includes reclamation and restoration by removal of constructions.	0	Per site, per month
20	Load and Haul of storm deposited soils (silt, sand or mud)	10.75	Per Cubic Yd
21	Clearing debris from ditches and drainage canals		
	1 foot to 10 feet (average width)	10.00	per linear ft.
	10.1 to 20 feet (average width)	10.00	per linear ft.

	20.1 to 35 feet (average width)	12.50	per linear ft.
	Greater than 35 feet (average width)	15.00	per linear ft.
22	Collection, hauling, and final disposal of dead animal carcasses.	7.95	per lb.
<b>Private property debris removal (right of entry work) upon private property, if authorized as eligible by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.</b>			

**ADDITIONAL SERVICES PROVIDED AT NO COST:**

- A. *Training and Assistance*- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. *Preliminary Damage Assessment*- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. *Mobile Command Unit*- The Contractor shall provide use of the mobile command unit for County's debris recovery management personnel to serve as a field, operations command center.
- D. *Temporary Storage of Documents*- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- E. *Debris Planning Efforts*- The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. *Reporting and Documentation* - The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

**No amount of work is guaranteed under this contract.**

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units other material is removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage and will be retained for a minimum of sixty (60) days after completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

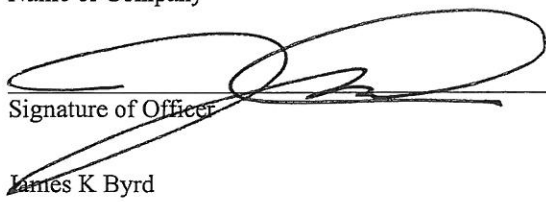
The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal. All items proposed and installed under this procurement must be new and unused and in undamaged condition.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Byrd Brothers Emergency Services, LLC

\_\_\_\_\_  
Name of Company

  
\_\_\_\_\_  
Signature of Officer

James K Byrd

\_\_\_\_\_  
Name of Officer

Managing Member

\_\_\_\_\_  
Title of Officer